

COMMERCIAL AGREEMENT

BETWEEN

NORTHEASTERN LINE CONSTRUCTORS CHAPTER
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION, INC.

AND

LOCAL UNION NO. 42

OF THE

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

2012 - 2016

S C O P E

The scope of work covered under this Agreement and workmen employed under provisions of this Agreement shall perform all commercial construction and maintenance work termed as Outside Electrical Work as defined in the International Brotherhood of Electrical Workers Constitution.

1. Electrical Distribution and Transmission Lines and Substation construction and maintenance work (wood, metal or any other material), the digging of holes for poles, anchors, footer foundations and foundations for other Electrical Equipment (by hand or with mechanical equipment), the moving of men, tools and equipment, the unloading of materials from the first drop at job sites, the loading and moving of material from the first drop at job sites, the handling, assembling and erection of all materials necessary on through to the ultimate completion of this Electrical Construction and Maintenance work.

2. Substation and Switching Stations: The installation complete including switch gear, grounding, fencing and connections. Transportation of men, tools and material as covered under item 1.

3. Electrical underground construction and maintenance work comes under the Outside jurisdiction, shall be covered as follows: the moving of men, tools, material and

equipment, the loading, moving assembly of all electrical materials or raceway, such as duct, from the first drop at the job site, shall be performed by workmen under this Agreement. This shall also include the placing of fish wire, the pulling of cables or wires through such raceways and the splicing of such conductors.

4. In connection with all of the above items, it is understood the scope of this Agreement shall include not only new installations, but shall also govern the repair, maintenance or dismantling of such structures, lines or equipment, the handling and operating of all equipment used to transport men, tools and materials on the job site, as well as the equipment used to move, raise or place materials used in the outside branch of the electrical industry, shall be performed by workmen under this Agreement. This Agreement shall also include the operation of all equipment that may be necessary to perform all overhead and underground work.

Commercial Outside Electrical Work shall be defined as work performed in Connecticut, Western Massachusetts and Vermont on the property of private owners: Federal and State Governments and their political subdivisions, including Counties, Cities, Boroughs, Townships and School Districts; or State Authorities as established by such governmental units; radio and television work, traffic control and highway lighting and all other work not defined as "Utility Outside Electrical Work".

Utility Electrical Work shall be defined as work performed for electrical, telephone and telegraph utility companies, municipally-owned utility companies, R.E.A. cooperatives, railroads and coal mining companies, when all work, not performed by company employees, is performed under the terms of the Utility Line Construction Agreement.

Maintenance Work referred to in this Agreement shall mean the repair, renovation, revamp and upkeep of existing electrical equipment and facilities, and to improve, replace or relocate present equipment.

Repair as used herein shall mean to restore by replacing a part or putting together what is broken.

Renovation as used herein shall mean restoring to a former state.

Revamp as used herein shall mean to reconstruct.

Upkeep as used herein shall mean to maintain.

Existing Electrical Equipment and Facilities as used herein shall mean electrical equipment and facilities previously installed and in operation. It shall not apply to any new construction or additions.

ARTICLE I

EFFECTIVE DATE --

Section 1.01 This Agreement shall take effect September 3, 2012, and shall remain in effect until September 3, 2016, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from September 1 through August 31 of each year, unless changed or terminated in the way later provided herein.

DEFINITIONS

Section 4.08 "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured: OUTSIDE

The State of Connecticut. The Counties of Berkshire, Franklin, Hampden, Hampshire in Western Massachusetts

ARTICLE V

OUTSIDE AREA APPRENTICESHIP AND TRAINING

Apprentices' wages and ratio of apprentices to Journeymen are specified in the Area Training Agreement.

ARTICLE VI

FRINGE BENEFITS

Section 6.01 NEBF It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to three percent (3%) of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF.

Section 6.02 NEW ENGLAND ELECTRICAL WORKERS BENEFITS FUND

(a) The Employer agrees to comply with all the applicable provisions of the N.E.E.W. Benefits Trust Agreement. The contributions will be seven dollars and ninety-five cents (\$7.95) per hour on all classifications of workers covered by the Agreement.

(b) Effective March 3, 2013, the contributions will be eight dollars and twenty cents (\$8.20) per hour on all classifications of workers covered by the Agreement.

Section 6.03 NEW ENGLAND ELECTRICAL WORKERS MONEY PURCHASE PLAN
and TRUST

- (a) The Employer agrees to contribute to the N.E.E.W. Money Purchase Plan and Trust eight dollars twenty-five (\$8.25) per hour on all Journeyman Lineman covered under this Agreement.
- (b) Effective March 3, 2013, the Employer agrees to contribute to the N.E.E.W. Money Purchase Plan and Trust eight dollars (\$8.00) per hour on all Journeyman Lineman covered under this Agreement.
- (c) The Employer agrees to contribute to the N.E.E.W. Money Purchase Plan and Trust the following per hour on the other classifications:

| Effective: | <u>9/3/12</u> | <u>3/3/13</u> |
|--------------------------------|---------------|---------------|
| Heavy Equipment Operator | 6.65 | 6.40 |
| Mat. Man, TT Driver | 6.35 | 6.10 |
| Equipment Operator/F. Mech. A | 6.35 | 6.10 |
| Driver Groundman | 5.50 | 5.25 |
| Field Mech. B | 5.00 | 4.75 |
| Field Mech. C | 1.80 | 1.55 |
| Groundman Experienced | 1.80 | 1.55 |
| 1 st Year Groundman | 1.70 | 1.45 |
| Flagman | 1.70 | 1.45 |
| Apprentices | | |
| 7 th Period | 6.15 | 5.90 |
| 6 th Period | 5.60 | 5.35 |
| 5 th Period | 5.05 | 4.80 |
| 4 th Period | 4.00 | 3.75 |
| 3 rd Period | 2.45 | 2.20 |
| 2 nd Period | 1.90 | 1.65 |
| 1 st period | 1.85 | 1.60 |

Article VIII

Section 8.01 Wage Rate Western Massachusetts

Effective Dates 9/3/12 to 8/31/13

| | |
|-----------------------------------|-------|
| 120% GENERAL FOREMAN | 53.16 |
| 112% FOREMAN | 49.62 |
| 108% LEAD LINEMAN | 47.84 |
| 100% CABLE SPLICER | 44.30 |
| 100% DYNAMITE MAN | 44.30 |
| 100% LINEMAN | 44.30 |
| APPRENTICES: | |
| 90% 7TH PERIOD | 39.87 |
| 85% 6TH PERIOD | 37.66 |
| 80% 5TH PERIOD | 35.44 |
| 75% 4TH PERIOD | 33.23 |
| 70% 3RD PERIOD | 31.01 |
| 65% 2ND PERIOD | 28.80 |
| 60% 1ST PERIOD | 26.58 |
| 90% HEAVY EQUIP. OPER. | 39.87 |
| 85% MAT. MAN, TT DRIVER | 37.66 |
| 85% EQUIPMENT OPER./F. MECH. A | 37.66 |

Note:

Effective 9/1/13 Total Package of \$63.39 shall be increased \$1.50
Effective 8/31/14 Total Package of \$64.89 shall be increased \$1.50
Effective 8/30/15 Total Package of \$66.39 shall be increased \$1.50

ARTICLE IX

CODE OF EXCELLENCE

Section 9.01 - The parties to this agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as required by the IBEW and NECA.

SEPARABILITY CLAUSE

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of this Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

This Agreement shall not be binding on the Union until it is approved by the International Brotherhood of Electrical Workers.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals at Hartford, Connecticut this 31st day of August 2012.

SIGNED FOR:

SIGNED FOR:

NORTHEASTERN LINE CONSTRUCTORS
CHAPTER, NECA, INC.:

LOCAL UNION 42, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL
WORKERS:


CHAPTER MANAGER


BUSINESS MANAGER

